follows: "While it has been held in a number of cases that an indictment for an unlicensed or otherwise unlawful sale of liquor must set forth the name of the person to whom the sale was made, or, if the name is not known to the prosecutor or the grand jury, that fact must be stated as an excuse for not giving it, such an allegation is generally held to be unnecessary, so that an indictment which is otherwise sufficiently certain will not be quashed merely because it fails to name the purchaser of the liquor."

The second objection to the sixteenth count is that it does not sufficiently charge the offense in the language of the statute. It does seem strange that our prosecuting attorneys should experiment so often with that well-settled principle that it is always safer and better, in a prosecution for a statutory offense, to describe the offense in the indictment in the very language in which it is described in the statute.

Whilst it is true equivalent words may be used in lieu of the statutory description of the offense, yet it is dangerous as tending not only to material inaccuracy in substance, but also to irregularity in matters of form.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

HAMILTON *v.* STEPHENSON et al.

Nov. 22, 1906.

[55 S. E. 577.]

1. Mortgages—Deed of Trust—Foreclosure—Sale—Conduct.—A sale of land on foreclosure of a deed of trust was duly advertised, and ample opportunity afforded bidders to arrange in advance to purchase the property. The sale was attended by more than 200 persons, and commenced shortly before noon and continued for over 3 hours. One of the intending purchasers, after having failed to secure the co-operation of another, sought to have the sale which had already progressed more than 3 hours, suspended to enable him to endeavor to effect a similar arrangement with a third person. This was refused, but full time was afforded him to bid for the land individually or arrange with others to do so. As the bidding was drawing to a close, the trustee on two occasions took out his watch and instructed the auctioneer if no higher bid was made in 5 or 10 minutes, to knock down the land, which was then sold for its fair value. Held, that the land was not prematurely sold, so that bidders were deprived of an opportunity to purchase.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 35, Mortgages, §§ 1070, 1076.]

2. Same—Sale in Parcels.—In a proceeding to set aside a sale of

land on foreclosure of a deed of trust, evidence held insufficient to show that the trustee sold the land as a whole at a sacrifice, instead of in four parcels under an agreement with the debtor.

3. Same—Stifling Bidding—Burden of Proof.—While an agreement tending to lessen bidding at an auction sale of land sold under foreclosure of a deed of trust is illegal, the burden is on the party attacking the validity of the sale therefor, of proving the same by clear and satisfactory evidence.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 35, Mortgages, § 1098.]

4. Same—Sale—Vacation—Accounting.—Where the fullest accounts had been made up between the debtor and creditor and the vouchers had been turned over to the debtor who had possession of them for many years, and on the day of the sale of land on foreclosure the exact amount of the indebtedness was computed in the debtor's presence with the assistance of his counsel, without any suggestion impugning the correctness of the debt, it was not error to refuse to order an accounting in a proceeding by the debtor to set aside the sale.

5. Usury—Elements—Periodical Settlements.—Where a debtor and creditor had settlements from time to time bringing in new items of debit, and interest was calculated on past due accounts, and a new bond secured by a deed of trust taken for the whole, such transaction did not constitute usury.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 47, Usury, § 100.]

HOT SPRINGS LUMBER & MFG. CO. *v.* REVERCOMB.

Nov. 22, 1906.

[55 S. E. 580.]

1. Navigable Waters—What Constitutes Navigability.—A stream is a navigable or floatable one if, by the increased precipitation at seasons, recurring periodically with reasonable certainty, the flow of water will be sufficient to be substantially useful to the public for transportation.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 37, Navigable Waters, § 9.]

2. Same—Floatage of Logs.—One floating logs in a navigable stream was not liable for injuries to a riparian owner from the piling up of the logs on his land if due and ordinary care was used to prevent injury.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 37, Navigable Waters, §§ 251, 253; vol. 33, Logs and Logging, § 50.]

3. Same—Action of Riparian Owner—Declaration—Sufficiency.—In an action by a riparian owner against a booming company the